

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
DONALD C. HUTCHINS)	
)	
Plaintiff)	
)	Civil Action: 04-30126-MAP
v.)	
)	
CARDIAC SCIENCE, INC., et. al.,)	
)	
Defendants)	
_____)	

**DONALD C. HUTCHINS' CLARIFICATION BRIEF REGARDING
ADDITIONAL ATTORNEY FEES FOR THE
CUYAHOGA COUNTY, OHIO CASE NO. 540066**

Recently the Compliant Corporation ("Compliant") filed an application for additional attorneys' fees pursuant to Cuyahoga County, Ohio Case No. 540066 ("066") a copy of which is attached as Exhibit A. This list of fees came to Donald C. Hutchins ("Hutchins") 10-months after the summary judgment was allowed. It should be noted that Case '066 is currently on appeal as Case No. 06-0741 before the Supreme Court of Ohio on grounds of constitutional questions.

Most revealing from Exhibit A, is the fact that the Compliant Corporation has controlled and financed all these actions including this patent action 04-30126-MAP, Hutchins v. Cardiac Science. Compliant has called the shots and paid the bills to avoid Jon Lindseth's commitments to Hutchins.

Two other cases are significant, First Cuyahoga No. 429394 in which Compliant denied any responsibility for the 1994 License Agreement. Second AAA Case No. 35-

133-00022-01 in which CPR LP, the 99% owned subsidiary of Compliant, claimed to be the licensee. It is evident that CPR LP is only a shell set up by the Lindseth family to defraud Hutchins of his intellectual property as granted under terms of the 1994 License Agreement.

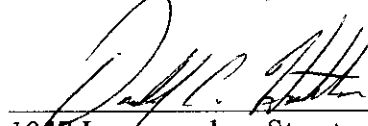
Hutchins has alleged in all of these actions that the Lindseth family has controlled Hutchins' properties through the succession of County Line Limited, CPR Prompt LLC to the Compliant Corporation. CPR LP is a sham that only existed on paper. Compliant included CPR LP in the Asset Purchase Agreement ("APA") with Cardiac Science to circumvent the terms of Section 3.10 of the License Agreement. After Hutchins "blew the whistle" on this APA scam by filing 04-30126-MAP, Compliant indemnified Cardiac Science by returning stock to Cardiac Science valued at about 3 million dollars.

Hutchins received nothing from this indemnification. He is left with a summary judgment awarded to Compliant due to Hutchins' lack of legal representation in Ohio. Compliant is dissolved and without funds to pay damages. However, a favorable judgment against Compliant would show that 04-30126-MAP was not vexatious litigation. The facts will show that CPR LP is a shell and that Compliant is responsible for and has violated the terms of the 1994 License Agreement with Hutchins.

Respectfully submitted

The Plaintiff

Donald C. Hutchins, Pro Se



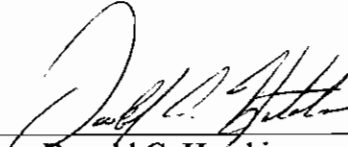
Dated: July 12, 2006

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CERTIFICATE OF SERVICE

I, Donald C. Hutchins, 1047 Longmeadow Street, Longmeadow, Massachusetts 01106, hereby certify that I served a copy of the foregoing on the appropriate parties by sending a copy by United States mail to: Randall T. Skaar, Esq. Patterson, Thunte, Skaar & Christensen, P.A., 4800 IDS Center, 80 South 8th St. Minneapolis, Minnesota; 55402, Paul H. Rothschild, Esq. Bacon & Wilson, P.C., 33 State St., Springfield, MA 01103; John J. Egan Esq., Egan, Flanagan and Cohen, P.C., 67 Market St., Springfield, MA 01102-9035, Colleen O'Neil Esq., Calfee, Halter & Griswold LLP, 1400 McDonald Investment Center, 800 Superior Avenue, Cleveland, OH 44114.

Dated: 7/12/06



Donald C. Hutchins